BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work:

Providing Gallery to Musical Fountain in JP Park in Ward No 17 and Drilling of Borewells, Providing Water Supply and Construction of RO Plants in Rajarajeshwari nagara Constituency under PACKAGE- 2022-23 RRN-DIV-(10).

Office of the Executive Engineer
Rajarajeshwarinagara Division,
Mattikere, Bengaluru – 560 054

Telephones:..... Fax: .....

TENDERS FOR THE WORK OF

Providing Gallery to Musical Fountain in JP Park in Ward No 17 and Drilling of Borewells, Providing Water Supply and Construction of RO Plants in Rajarajeshwari nagara Constituency under PACKAGE- 2022-23 RRN-DIV-(10).

TENDER REFERENCE	:	RRND/EE/Tend/04/2022-23, Date: 07.07.2022,
TENDER DOCUMENTS MAY BE DOWNLOADED FROM THE E-PROCUREMENT PORTAL	:	Date: 14.07.2022
PRE BID MEETING WILL BE HELD ON OFFICE	:	25.07.2022 @ 4.00 A.M AT CE
TENDERS MUST BE SUBMITTED ONLINE THROUGH E-PROCUREMENT PORTAL ON OR BEFORE	:	30.07.2022 AT 16:00 hrs.
TIME AND DATE OF OPENING OF TECHNICAL BIDS	:	01.08.2022 AT 16:30 hrs.
TIME AND DATE OF OPENING OF FINANCIAL BID	:	Intimated later.
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer Rajarajeshwarinagara Division, Mattikere, Bengaluru – 560 054 Mob: 9480688223 Email: eerrndiv@gmail.com

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BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer, Rajarajeshwari Nagara Division,

BBMP Office, Near Chowdeshwari Bus Stop, Mathikere, Bengaluru - 54.

No.RRND/EE/Tend/04/2021-22, Date: 07.07.2022

INVITATION FOR TENDERS (IFT) - TWO COVER TENDER

Short term Tender Notification

(Only through E-Procurement Portal Only)

1	The Executive Engineer, Rajarajeshwari Nagara Division, BBMP, Bengaluru invites tender from eligible Contractors registered in Bruhat Bengaluru Mahanagara Palike or equivalent registration with CPWD/ KPWD/ Railways/ MES/ National Highway or any State Government Organisations for the construction of work detailed in the table below. The tenderers may submit tender for works given in the table through e-procurement portal of the Governemnt of Karnataka (viz https://eproc.karnataka.gov.in). The Tenderers are advised to note that the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document - KW 4)**
2	Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **14.07.2022**
3	Tender must be accompanied by Earnest Money Deposit (EMD) in the form of e-payment though e-procurement portal (Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).
4	Tenders must be submitted online through e-procurement portal on or before **16:00** hours on **30.07.2022** and the opening of tenders will be as per the e-procurement portal guidelines.
5	The applicable GST Shall be paid to the tendered amount separately as per the Government norms.

Other details can be seen in the tender documents.

Package No. / Sl. No	Name of Work	Est. Cost (in Lakhs)	EMD (in Rs.)	Cost of Tender form in Rs.	Period of Completion	Reservetion of Works	Class of eligible contractor
1	Comprehensive Development of Roads & Drains in Pramod layout, Reddy layout, D'Souza Nagar, Pushpagiri Nagar, Krishnappa layout, Bangarappa nagar and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(01).	1200.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
2	Comprehensive Development of Roads & Drains in Ideal home 1st phase & 2nd Phase, BEML 5th Stage, Darshan Farm, Manjusha Sports Club and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(02).	1100.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
3	Comprehensive Development of Roads & Drains in Ideal home Township, Kenchanahalli Rajarajeshwari temple and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-	1300.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above

	DIV-(03).						
4	Comprehensive Development of Roads & Drains in Halagevadera halli, Shivanna Layout, Jnanakshi Park, Baldwin School, Crazy park, BEML layout 10th Stage and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(04).	1400.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
5	Comprehensive Development of Roads & Drains in Javaregowdana Doddi village, Manipal hospital, Sachidananda Nagar and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(05).	1000.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above

6	Comprehensive Development of Roads & Drains in Gurudatta, TATA Promoters, Dwaraka West, Dwaraka East, Krishna Residency and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(06).	1000.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
7	Comprehensive Development of Roads & Drains in Pantarapalya, Pramod layout, D'Souza Nagar, Krishnappa layout, Giridham layout, Javaregowdana Doddi village, Darshan Farm, Manjusha Sports Club and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(07).	1025.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
8	Comprehensive Development of Roads & Drains in Gurudatta, Ideal home, BEML 5th Stage, Kenchanahalli, Shivanna Layout, Durga Parameshwari Temple, Manipal hospital and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(08).	1125.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above

9	Comprehensive Development of Roads & Drains in Subhash Play Ground, Sachidananda Nagar, Baldwin School, Crazy park, BEML layout, Dwaraka West, Dwaraka East, and Surrounding areas in W No.160 under PACKAGE-2022-23 RRN-DIV-(09).	1350.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
10	Providing Gallery to Musical Fountain in JP Park in Ward No 17 and Drilling of Borewells, Providing Water Supply and Construction of RO Plants in Rajarajeshwari nagara Constituency under PACKAGE-2022-23 RRN-DIV-(10).	1500.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
11	Comprehensive Development of Roads & Drains in Prem Nagara, Chowdeshwari Nagar, Kottigepalya Village in ward no 73 Kottigepalya and Drilling of Borewells, Providing Water Supply in Kebbehalla, kengunte, Mallathahalli and	1100.00	15,00,000/-	As per E-Procurement Portal	365 Days	Others	Class I & Above

	Surrounding areas in W No.129 under PACKAGE-2022-23 RRN-DIV-(11).						
12	Comprehensive Development of Roads & Drains in LG Ramanna Layout, Freedom Fighter Colony, Narasimha Swamy Layout and Surrounding areas in W No.69 under PACKAGE-2022-23 RRN-DIV-(12).	1000.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
13	Comprehensive Development of Roads & Drains in Lavakusha Nagara, Muneshwara Nagara and Surrounding areas in W No.69 under PACKAGE-2022-23 RRN-DIV-(13).	1000.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
14	Comprehensive Development of Roads, Drains, Footpaths, Buildings and Parks in RR Nagar Constituency under PACKAGE-	1400.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above

	2022-23 RRN-DIV-(14).						
15	Comprehensive Development of Roads & Drains in JP Park, Yeshawanthapura, Jalahalli and Surrounding areas in W No.16, 17 and 37 under PACKAGE-2022-23 RRN-DIV-(15).	1100.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
16	Comprehensive Development of Roads & Drains in Goragunteplaya in W No.38 and Surrounding areas in RR Nagar Constituency under PACKAGE-2022-23 RRN-DIV-(16).	1200.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above
17	Comprehensive Development of Roads & Drains in Papareddy playa, Kebbehalla, Channappa Layout and Surrounding areas in W No. 129 under PACKAGE-2022-23 RRN-DIV-(17).	1000.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above

18	Comprehensive Development of Roads & Drains in Mallathahalli, NGEF layout, Kengunte, KK layout, MPM Layout and Surrounding areas in W No. 129 under PACKAGE-2022-23 RRN-DIV-(18).	1000.00	15,00,000/-	As per E-Procurement Portal	180 Days	Others	Class I & Above

Note:

1 Last Date for submission of queries: **22.07.2022 upto 4.00 P.M**

2 Pre-bid meeting at Chief Engineer office, R R Nagar Zone : **25.07.2022 @ 4.00 P.M**

3 Last Date for uploading the Filled Tender Document is **30.07.2022 upto 4.00 P.M**

4 Date of Opening of Technical bid is **01.08.2022 @ 4.30 P.M**

5 Date of Opening of Financial bid is will be intimated later.

TERMS AND CONDITIONS:

1. Any Reputed individual/ Company registered with BBMP/ CPWD/KPWD/ Railways/ MES or any State government organizations are eligible to apply.
2. No Joint Venture/ Consortium are permissible.
3. Tenderer should submit their EMD and tender processing fee in the form of e-payment though e-procurement portal (Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).
4. Bidders/ Contractors can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://eproc.karnataka.gov.in/.
5. Scope of work: The work involves construction of Roads and Drain, Asphalting, Construction of Buildings & etc.,
6. Essential conditions: The tenderer shall fulfill the following criteria for getting pre qualified (PQR) for above works as under:
7. Shall have minimum Annual turnover not less than two times the amount put to tender during two of the last five financial years.
8. Shall produce line of credit from any of the nationalized bank for 30% of the amount put to tender.
9. Should have completed similar one single work costing 50% of the amount put to tender.

10 Should not incurred any loss in more than a year during the last 3 years ending 31st March 2022.

11 Possessing (ownership) requisite plant and machinery for completing the work. Document showing the ownership like preformed invoice & delivery notes needs to be furnished along with tender.

12 The successful bidder should pay 1% towards building and other construction workers welfare cess under Central Government Notification, Dt: 26-09-2006 for the tender amount which will be deducted in work bills.

13 The bid documents consists of Pre-qualification containing conditions of Contract and technical specifications and Bill of quantities.

14 Based on an assessment of the information furnished in the cover-1 viz, Pre qualification Documents those who prima-facie satisfy the eligibility criteria will be qualified and cover-2 containing the financial bids shall be considered for opening and evaluation.

15 The Tender is a Two Cover Tenders Systems consisting of:

16 Technical Bid: The Technical bid should contain EMD, details of technical, financial and managerial capabilities to Execute of the work as per the requirements.

17 Financial Bid: The financial bid should contain only the price bid. For such of those contractors, whose technical bids do not satisfy the eligibility, their financial bids will not be opened and the tenders will summarily be rejected.

18 Tender Documents may be downloaded from Government of Karnataka e-procurement website https://eproc.karnataka.gov.in under login for contractors. Aspiring Bidders/ Contractors who have not registered in e-procurement should register before participating through the website https;//eproc.karnataka.gov.in.

19 For details, registration and e-payment visit GOK e-procurement website https;//eproc.karnataka.gov.in or contact e-procurement Helpdesk at 080-22371090, 080-22340060, 080-22340948.

20 The Successful tenderer will have to execute an agreement with BBMP within seven days of receipt of intimation, falling which his tender will be rejected.

21 The tender will remain valid for 90 days from the Date of opening of Tender.

22 The work should be commenced with all earnestness within seven days from the date of work order failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency at the risk and cost of the former tenderer.

23 Conditions & Special Conditions of KW-4 Standard bid document applicable for all works.

24 The Bruhat Bengaluru Mahanagara Palike reserves the right to accept/ reject any or the entire tender's without assigning any reasons.

25 Any other details regarding the works & other information's can be obtained from the above office during office hours.

26 Corrigendum/ Modification/ corrections, if any, will be published in the website only. For any clarification on e-procurement on HP HELPDESK 080-25501216/ 25501227.

27 The amount quoted by the Successful tenderer is less than the tender amount and such tenderer shall remit the difference amount will be returned only after satisfactory completion of the work and failure to comply the said conditions the tender will be rejected and EMD forfeited.

Sd/-
Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bengaluru Mahanagara Palike

CC:

1 Copy Submitted to the Hon'ble Administrator, BBMP for kind information.

2 Copy Submitted to the Chief Commissioner, BBMP for kind information.

3 Copy submitted to the Zonal Commissioner, RRNagara Zone, BBMP for kind information

4 Copy submitted to the Spl. Commissioner (Project/ Finance) for kind information.

5 Copy to the Engineer-In-Chief, BBMP, for kind information.

6 Copy submitted to the Joint commissioner, R.R.Nagara Zone for kind information.

7 Copy to the Chief Engineer, R.R.Nagara Zone, BBMP for kind information.

8 Copy to the Deputy Secretary to government, Urban Development Department and State Tender Bulletin Officer for kind information and to publish in State tender bulletin.

9 Copy to the Deputy Commissioner and Tender bulletin officer Bengaluru Urban District Bengaluru for kind information and to publish in district tender bulletin.

10 Copy to the CA/ CAO, BBMP for kind information.

11 Copy to the DCF, R.R.Nagara Zone, BBMP for kind information.

12 Copy to the Information Officer, BBMP for information and to publish in website along with soft copy.

13 Copy to the Public Relation Officer, BBMP for information and to publish in leading 2 News papers.

14 Copy to AS, RRNagara Division, BBMP for necessary action.

15 Notice Board/Office copy.

Executive Engineer
Rajarajeshwari Nagara Division
Bruhath Bengaluru Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Executive Engineer, Rajarajeshwarinagara Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

3.2 To qualify for award of this Contract, each Tenderer in its name should have in the last five years i.e. 2017-18 to 2021-22

a. Achieved in at least two Financial Year each a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of Rs. 2491.00 Lakh. Further, the Financial Turnover of the Previous Years shall be given a Weightage of **10%** per year to bring them to the Price Level of 2022-23

b. Satisfactorily completed, (at least 50% of contract value) as Prime Contractor, at least one Similar nature of Work of value not less than **Rs.623.00** Lakhs. In support of this, the Tenderer shall furnish a Work Completion Certificate duly certified by the Competent Authority not below the Rank of the Executive Engineer. The Work Completion Certificate shall mention the Nature of Work, Items of Work executed, Date of Commencement and Date of Completion of the Work.

c. Executed in one single Financial Year, the following minimum Quantities of Work.

1	Earthwork Excavation	Cum	6145.80
2	Cement Concrete- all Grade	Cum	1356.30
3	TMT Steel	Tonne	157.90
4	Solid blocks	Sqm	616.80
5	Borewell	Nos	10
6	GSB/WMM	Cum	5033.20
7	BM/BC	Cum	2839.20

3.3 Each Tenderer should further demonstrate

a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on lease / hire basis for all Works provided the relevant Documents (Commitment Agreement, etc.) for Availability for this Work are furnished.

Item of Equipment	Requirement	
	No	Capacity
Concrete Mixer	2 Nos.	
Water Tanker	2 Nos.	
Hydraulic Excavator (JCB/Hitachi)	2 Nos.	
Tipper	6 Nos.	
Hot Mix Plant	1 Nos.	
Mechanical Paver	1 Nos.	
Vibratory Road Roller	1 Nos.	
Static Road Roller	1 Nos.	
Other Machineries	As required	

(a) Availability by owning at least 50% of the required / specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

(b) liquid assets and /or availability of credit facilities of not less than **Rs. 374.00 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)**

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at price level, of existing commitments and on-going works to be completed during the next **06 months** *(period of completion of the works for which Tenders are invited)**

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **Chief engineer Office, RR Nagar Zone, RR Nagar, Bengaluru-560098** on **25.07.2022 at 4.00 pm**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 Technical bid :

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 3;

10.1.2 Finance bid:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **(90) Ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount only **Rs. 1.00**

Lakh (Rupees One Lakh only) shall be paid in the e – procurement portal using any of the following modes and the Balance Amount shall be in the form of Bank Guarantee from any Nationalised / Scheduled Bank.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at Axis Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of Bank Guarantee from any Nationalized / Scheduled Bank valid for a period of not less than three hundred and sixty five (365) days after the Deadline Date for Tender Submission specified in Clause 16. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer (Rajarajeshawari nagara Division), Bruhat Bengaluru Mahanagara Palike, Mattikere, Bengaluru – 560 054

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. Further, the Tenderer shall submit a Hard Copy of the Technical Bid already submitted through e – Procurement within 2 days of Tender Submission through e – Procurement to the Office of the Executive Engineer (**Rajarajeshwarinagara** Division), Bruhat Bengaluru Mahanagara Palike, Mattikere, Bengaluru – 560 054 during Working Hours. The Tenderers shall also produce all the Original Documents for Verification whenever necessary.

16. Deadline for submission of the Tenders

16.216.1 Tenders must be submitted through e-procurement(on-line) on or before 30.07.2022 16.00hrs[1]

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment

[1] Insert time and date; this should be the same as those given in the Invitation for Tenders

in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Bid on the Website only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

E. Tender Opening and Evaluation

19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 The Employer will open the Technical Bids of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at 16.30hrs on 01.08.2022 at Office of the Executive Engineer (Rajarajeshwarinagara Division), Bruhat Bengaluru Mahanagara Palike, Mattikere, Bengaluru – 560 054. In the event of the Specified Date of Tender Opening being declared a Holiday for the Employer, the Tenders will be opened at the Appointed Time and Location on the Next Working Day.

19.2 The Tenderers' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), the Submission of Qualification Information and such other Information as the Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 13.1 and (b) meets the Minimum Qualification Criteria stipulated in ITT Clause 3 and (c) contains the Tenderer's Designs and Drawings on the basis of the Parameters fixed in the Tender Document. The Employer will draw out a List of Qualified Tenderers.

20. Opening of Financial Bids of the Qualified Tenderers and Evaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid containing the Priced Financial Bid. The Employer will open the Priced Financial Bids of Qualified Tenderers at the Appointed Time and Date in the presence of the Tenderers or their Representatives who choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a Holiday for the Employer, the Financial Bid will be opened at the Appointed Time and Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutes of the Priced Financial Bid Opening, including the Information disclosed to those present in accordance with Sub Clause 20.2.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[2]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

[2] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of **The Executive Engineer, Rajarajeshwari nagara Division** payable at **Bengaluru** or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to The **Executive Engineer, Rajarajeshwari nagara Division**;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30. Advance Payment

Deleted.

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction .....
works executed and payments received in the last five years.....
(in Rs. Lakhs) Attach Certificate from Chartered Accountant 2017 - 18 .....
2018 - 19 .....
2019 - 20 .....
2020 - 21
2021 - 22

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[3]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2017-18						
2018-19						
2019-20						
2020-21						
2021-22						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers – in- Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

[3] Items of work for which data is requested should tally with that specified in ITT Clause 3

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(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[4]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

[4] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Providing Gallery to Musical Fountain in JP Park in Ward No 17 and Drilling of Borewells, Providing Water Supply and Construction of RO Plants in Rajarajeshwari nagara Constituency under PACKAGE- 2022-23 RRN-DIV-(10).

To:-

Office of the Executive Engineer
Rajarajeshwarinagara Division,
Mattikere, Bengaluru – 560 054
Mob: 9480688223

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[5]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------
---

[5] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Letter of Acceptance
(letterhead paper of the Employer)

.....[date]

To:

.....
.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .....
..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....
..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)

.....(date)

To

.....
.....
..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

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Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....
.....[name and address of Employer]
(hereinafter called "the Employer") of the one part and .....
.....[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....
.....[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
.....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....

in the presence of:
Binding Signature of Employer
.....
Binding Signature of Contractor.....

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and t he other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender

(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or
(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer's Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. **Price Adjustment:**

(As per the G.O. No. FD 3 PCL 2008, Bengaluru, Dated: 21.11.2008) Price adjustment will not be provided.

In the circumstances explained in the preamble, in modification of the Government Order dated: 26-11-2004, it is directed that the following price adjustment methods are applicable hereafter.

a) Deleted

b) If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement. (Not Available)

40.1 Deleted

40.2 Deleted.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments

Deleted.

42.3

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of

a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations :**

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The Procedure for Arbitration shall be as follows.

a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure A).
b. Arbitration Proceedings shall be held at Bengaluru, Karnataka, India
c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.
e. GST Shall be Paid to the Tendered Amount Seperately
f. Drilling of Borewells Should produce from Karnataka Ground Water authority Form 7A.

5. The Tender Documents uploaded in the e – Procurement Website by the Employer, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

CONTRACTOR

EXECUTIVE ENGINEER

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Qualification Document and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.

8. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.

9. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.

10. **Drawings to be kept at Site**

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

11. **Inspection of Works**

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

12. **Foreign Exchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

13. **Night Work**

For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall

not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

14. **Existing Services**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services encountered in the Course of the Execution of the Work shall be protected / maintained against the Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shifting of such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.

The Respective Departments in coordination with the Employer shall carry out Shifting of Major Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion of the Employer. The Contractor will, however, be required to provide all help to ensure that the Work is carried out smoothly.

15. All Works pertaining to Services including Rerouting / Diversion of Services, Routine Testing, Installation, etc. embracing in one or more than one Process shall be subject to Examination and Approval to each Stage thereof by the Employer or concerned Departments as would be notified by the Employer or his approved Representative when such Stage is ready. In default of such Notice, the Employer shall be entitled to appraise the Quantity and the Extent thereof and the Decision of the Employer or his approved Representative in this regard shall be final and binding.

16. No Work shall be covered or put out of View without the approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

17. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

18. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned.

19. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be paid.

20. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.

21. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case

of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.

22. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

23. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

24. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible, for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

25. The Contractor will take all Necessary Measures for the Safety of Traffic and Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

Barricading and Safety Requirements are very Important Aspects at this Portion of the Road. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs. 1000/- per Sqm of Area left Unbarricaded.

The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

26. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i.	IS: 3696 (Part I) – 1966	Safety Code for Scaffolds and Ladders
ii.	IS: 3696 (Part II) – 1966	Safety Code for Scaffolds and Ladders, Part II Ladders
iii.	IS: 3764 – 1966	Safety Code for Excavation Work
iv.	IS 4081 – 1967	Safety Code for Blasting and Drilling Operations
v.	IS: 4138 – 1977	Safety Code for Working in Compressed Air
vi.	IS: 5121	Safety Code for Piling and other Deep Foundations
vii.	IS: 5916 – 1970	Safety Code for Construction involving Use of Hot Bituminous Materials
viii.	IS: 7293 – 1974	Safety Code for Working with Construction Machinery
ix.	IS: 7969 –1975	Safety Code for Storage and Handling of Building Materials
x.	Any other Code and / or as per directions of the Employer.	

27. The Employer shall have Full Powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

28. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.

29. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

30. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.

31. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

32. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed

and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.

33. The Tenderers shall also mention with their Tender Documents the Name of their Project Managers, Work Managers, Graduate Engineers who shall be engaged in this Work. The Biodata of such Engineers / Managers are to be enclosed with the Tender Documents.

34. The Tenderers may specify the Number and Category of each type of Skilled Personnel to be deputed by the Contractors. It may clearly be stated as to whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Programme of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.

35. The Employer might deploy Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project.

36. **Interference with Traffic and Adjoining Properties**

a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.

i. The Convenience of the public, or

ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.

b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

37. **Avoidance of Damage to Roads**

The Contractor shall use every Reasonable Means to prevent any of the Roads, Bridges communicating with or on the Routes to the Site from being damaged, injured by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes, choose and use Vehicles and restrict and distribute Loads so that any such Extraordinary Traffic as will inevitably arise from the Moving of Materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no Unnecessary Damage or Injury may be occasioned to such Roads and Bridges.

38. **Transport of Contractor's Equipment or Temporary Works**

a. The Contractor shall be Responsible for and shall pay the Cost of Strengthening any Bridges or altering or improving any Road communicating with or on the Routes to the Site to facilitate the Movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all Claims for Damage to any such Road or Bridge caused by such movement, including such Claims as may be made directly against the Employer, and shall negotiate and pay such Claims arising solely out of such Damage.

b. If it is found necessary for the Contractor to move one or more Loads of Heavy Constructional Plant and Equipment, Materials or Parts of Units of Work over Roads, Highways, Bridges on which such Oversized and Overweight Items are not normally allowed to be moved, the Contractor shall obtain Prior Permission from the Concerned Authorities. Payments for complying with the Requirements, if any, for Protection of or Strengthening of the Roads, Highways or Bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

39. **Personal Protective Equipment**

The Contractor shall at all times keep and maintain an adequate supply of suitable Personal Protective Equipment, which shall be readily available for use at all times on the site and would include but not to be limited to the following Items.

- Safety Helmets.
- Hearing Protection.
- Respiratory Protection.
- Eye Protection.
- Protective Gloves.
- Safety Footwear.
- High Visibility Clothing conforming to BS EN 471 Class 3 Standards.

All Sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of Safety Helmets and Safety Boots shall be kept available for use by all Staffs, Workers and Authorised Visitors to the Sites.

The Contractor shall remove from the Site any worker who consistently refuses to wear the appropriate Personal Protective Equipment.

All Workmen at Site shall be provided with Safety Helmets and Yellow / Orange Jackets. Workmen required on Site during night hours shall be provided with Fluorescent Yellow Jackets with Reflective Lopes. Workers employed on mixing Asphaltic Materials, Cement, Lime Mortars, Concrete, etc. shall be provided with Protective Footwear, Protective Goggles. Those engaged in handling any Material, which is injurious to the eyes, shall be provided with Protective Goggles. Those engaged in Welding Works shall be provided with Welder's Protective Eye Shield. Stone Breakers shall be provided with Protective Goggles and Protective Clothing and seated at sufficiently safe intervals.

40. **First Aid**

The Contractor shall maintain, at every Work Place, in a readily accessible place First Aid Appliances including an adequate supply of Sterilised Dressings, Bandages, Sterilised Cotton Wool, Eye Irritation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels, General Purpose Medicines, etc. as prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large work places. They shall be placed under the charge of the Safety Officer deputed by the Contractor for this Work and the Safety Officer shall be readily available during Working Hours. In each Site Office and Location one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of attending to emergencies.

41. **Fire Precautions**

The Contractor shall be responsible for supplying and maintaining adequate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be adhered to.

- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all times on the Sites.
- No Accumulations of Rubbish shall be allowed to gather.

- Combustible Scrap and other Construction Debris shall be disposed off site on day – to – day basis. If Scrap is to be burnt on site, the burning site shall be specified and located at a distance no less than 50m from any Construction Work or any other Combustible Materials.
- Signage shall be erected at prominent positions showing the correct use of Portable First Aid Fire Extinguishers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock Drills shall be held on a regular basis to ensure the Effectiveness of the Arrangements.

42. **Fire Fighting Equipment**

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment.

- Dry Powder Extinguisher.
- Water Type Extinguisher.
- Bucket of Sand.

  Recharging of Fire Extinguishers and their Proper Maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc.) shall be displayed near each telephone on Site. Supervisors and Workmen at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

43. **Storage of Flammable Liquid**

All Flammable Liquids shall be kept in a Secure Fire Resistant Store protected from Electrical Sparks, Welding Sparks, Open Flames and Smoking. Only such amounts of Flammable Liquids shall be issued as are required for immediate use.

Cans for carrying Flammable Liquids shall be leak proof and properly stopper and clearly marked "Flammable Liquid".

Rags soaked in Paints, Kerosene and other Flammable Liquids shall be disposed of daily under supervision. Large quantities of such rags shall not be allowed to accumulate.

All Diesel Fuel Storage Tanks shall be bunded around in order to control any Spillage or Leakage that may occur.

"No Smoking" Signs shall be prominently displayed at all areas where Flammable Materials are stored.

44. **Defect Liability Period**

The Defect Liability Period for which the Various Items of Works executed to be maintained shall be as follows.

a. If the Asphalted layer is less than or equal to 40 mm thick, the Defect Liability Period is for 1 year and maintenance period is for 2 years
b. If the Asphalted layer is more than 40 mm thick, then the Defect Liability Period is for 3 year and Nil maintenance period.
c. All the Civil Works executed other than the Asphalted Surface shall be maintained for a Defect Liability Period of 12 months.

Further, the Defect Liability Period will run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority.

45. **Release of Performance Security**

50% of Performance Security shall be released only after satisfactory completion of Defect Liability Period and the balance 50% shall be released only after satisfactory completion of maintenance period .

46. **Site Office**

The Contractor shall provide and maintain Furnished Site Office at the Project Location for the Supervisory Staff of the Employer and his approved Representative.

It shall have minimum 40 Sqm of Floor Area and shall include all Items like Electric Supply, Electrical Items, Telephones, Lights, Fans and Complete Wiring, Drinking Water Supply and Hygienic Toilet Facilities completed along with Furniture as per the Specification given in **Section 100 of MoRT&H, Specifications for Road and Bridge Works (Fourth Revision)**.

47. **Field Laboratory**

The Contractor shall provide and maintain adequately equipped Field Laboratory as required for Site Control on the Quality of Material and the Works. It shall have a minimum of 40 Sqm Area. The Field Laboratory shall be located as directed by the Employer or his approved Representative. It shall be provided with Amenities like Water Supply, Electric Supply, etc. The Laboratory will have all Services, Furniture, Equipments, etc. as per the Specification given in **Section 100 of MoRT&H, Specifications for Road and Bridge Works (Fourth Revision)**.

48. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

49. **Progress of Work**

The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action that may be necessary to bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

50. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.

The Employer shall have the right to verify all the Men and Machinery Details / Documents submitted by the Tenderer at any point of time during Technical Evaluation of the Tender Document.

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Annexure:A

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS[6]

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

[6] Add any other Organization considered suitable.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
• The Schedule of Operating and Maintenance Manuals	[48]
• The Methodology and Program of Construction	[25]
• Site Investigation Reports	[14]
• The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	[25]

The Employer is :

Name: The commissioner
BBMP ,NR Square Bangaluru [1.1]

Name of authorized Representative: Office of the Executive Engineer
R.R.Nagara Division,
Mattikere near Chowdeshwari Bus stand
Bruhat Bangaluru Mahanagara Palike
Bangaluru. 560054

The name and identification number of the Contract is

Providing Gallery to Musical Fountain in JP Park in Ward No 17 and Drilling of Borewells, Providing Water Supply and Construction of RO Plants in Rajarajeshwari nagara Constituency under PACKAGE- 2022-23 RRN-DIV-(10).

The Works consist of **Providing Gallery to Musical Fountain in JP Park in Ward No 17 and Drilling of Borewells, Providing Water Supply and Construction of RO Plants in Rajarajeshwari nagara Constituency under PACKAGE- 2022-23 RRN-DIV-(10).**

1.1 The Start Date shall be the **Date of Issue of Notice to Proceed with the Work.**

1.1 The Project Site Location is given in Topographical Map.

The intended completion date for the whole of the works is 06 months with the following milestone

Mile stone Dates:
Physical works to be completed: period from the date of issue of Notice to proceed with the work

Milestone 1 i.e 30% of Physical progress and Rs: 311.42 Lakhs Financial progress within 02 months from the date of work order

Milestone 2 i.e. 60% of Physical progress and Rs 498.28 Lakhs Financial progress within 04 months from the date of work order.

Milestone 3 i.e 100% of Physical progress and Rs 1245.70 Lakhs financial progress within 06

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months from the date of work order.

13.Insurance Requirements are as under.

Sl No	Type of Cover	Minimum cover for Insurance for 12 months
(i)	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full Replacement Cost
(iii)	Loss or damage to property of Third Party	Full Replacement Cost
(iv)	Personal Injury or Death Insurance (a) for Third Party (b) for Contractor's Employees or Labour	 Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

25. The Methodology and Program of Construction: within **10 Days from the Date of Entering into Agreement**.

25. The Schedule of Key and Critical Equipment to be deployed on the Work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement**.

17, 26 The liquidated damages for the whole of the works are Rs.0.1% of the Contract Price (amount) per day[7] and that for the milestones are as under:

Milestone 1 i.e Rs. 31142.45 /- per day
Milestone 2 i.e. Rs. 49827.92 /- per day
Milestone 3 i.e Rs 124569.81 /- per day

41.The Maximum amount of Liquidated Damages for the whole of the Works: **10% of Final Contract Price.**

49.2 The following Events shall also be fundamental breach of the contract:
1. The Contractor has contravened Clause 9 of CC.

50.1 The Percentage to apply to the Value of the Work not completed representing the Employer's Additional Cost for completing the Works shall be **30%.**

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SECTION 7: SPECIFICATIONS

For Specifications, all the Relevant Sections of MoRT&H [Specifications for Road and Bridge Works (Latest Editions)], all the Relevant IRCs and Special Publications (Latest Edition) shall be referred.

SECTION 8: DRAWINGS

Drawings are attached.

SECTION 9: BILL OF QUANTITIES

Bill of Quantities is given in Volume II.

Note:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Financial Bid (Refer ITT Clause 11.2 and CC Clause 37.2).

2. Unit Rates and Prices shall be quoted by the Tenderer in Indian Rupees.

3. Where there is a Discrepancy between the Rate in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].

4. Where there is a Discrepancy between the Unit Rate and the Line Item Total resulting from multiplying the Unit Rate by Quantity, the Unit Rate quoted shall govern [Refer ITT Clause 24.1 (b)].

SECTION 10: FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To:

The Executive Engineer
Rajarajeshwarinagara Division
Bruhat Bengaluru Mahanagara Palike
Bengaluru 560054

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____ [Amount of Guarantee][5] Rupees_____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee][6] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 30 days from the Date of Expiry of the Defect Liability Period of 36 months plus Claim Period of 6 months.

Signature and Seal of the Guarantor:
Name of Bank:
Address:
Date:

[5] An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

5 An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

SECTION 9: BILL OF QUANTITIES

item_code	description	uom_name	quantity
1	Earth work excavation by manual means for drains,canals, waste weir draft, approach channels, key trench, foundation of Bridges and such similar works, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, excavated surface leveled and sides neatly dressed disposing off or leveling the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage & other appurtenances required to complete the work. In ordinary/soft rock without blasting upto 1.5 m depth	Cum	2377.08
2	Providing and laying in position plain cement concrete Mix 1:3:6 (M10) Using 40 mm nominal size graded crushed coarse aggregates for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machineries, curing, and all the other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork shall be paid separately)	Cum	280.01
3	KSRB 2.8 Providing and filling in foundation with granite/trap broken metal of 100 MM and down size, with approved sand including hand packing, ramming, watering, including cost of all materials and labour charges and with all lead and lift etc complete as per specification and the direction of the Engineer in charge	Cum	167.04

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4	Providing and laying in position Reinforced cement concrete M25 Using 20 mm nominal size graded crushed coarse aggregates for all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necesary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork to be paid separately)	Cum	518.28
5	Providing and laying in position Reinforced cement concrete M25 Design Mix Using 20 mm nominal size graded crushed coarse aggregates for all Super structures of building , Road works, Water works, Irrigation works & super structure works of bridges upto 3.50 m height. The granite/ trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers laid in layers, well compacted using needle vibrators. The cost includes all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes , labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement, dowel bars & formwork to be paid separately)	Cum	114.51

6	Providing and laying in position Reinforced cement concrete M25 Design Mix Using 20 mm nominal size graded crushed coarse aggregates for all Super structures of building , Road works, Water works, Irrigation works & super structure works of bridges upto 3.50 m height. The granite/ trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers laid in layers, well compacted using needle vibrators. The cost includes all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes , labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement, dowel bars & formwork to be paid separately)	Cum	519.56
7	Supplying, Fitting and Placing TMT Fe 500 & above Reinforcement in Foundation / Substructure / Superstructure complete as per Drawing and Technical Specifications.	Tonne	197.34
8	Earth work excavation by manual means for drains,canals, waste weir draft, approach channels, key trench, foundation of Bridges and such similar works, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, excavated surface leveled and sides neatly dressed disposing off or leveling the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage & other appurtenances required to complete the work. In ordinary/soft rock without blasting upto 1.5 m depth	Cum	249.62

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EXECUTIVE ENGINEER

9	Providing and laying in position plain cement concrete Mix 1:3:6 (M10) Using 40 mm nominal size graded crushed coarse aggregates for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machineries, curing, and all the other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork shall be paid separately)	Cum	50.45
10	Providing and laying in position Reinforced cement concrete M25 Design Mix Using 20 mm nominal size graded crushed coarse aggregates for all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necesary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork to be paid separately)	Cum	39.37

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EXECUTIVE ENGINEER (RRN Div)

11	Providing and laying in position Reinforced cement concrete M25 Design Mix Using 20 mm nominal size graded crushed coarse aggregates for all Super structures of building , Road works, Water works, Irrigation works & super structure works of bridges upto 3.50 m height. The granite/ trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers laid in layers, well compacted using needle vibrators. The cost includes all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes , labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement, dowel bars & formwork to be paid separately)	Cum	9.72
12	Providing and laying in position Reinforced cement concrete M25 Design Mix Using 20 mm nominal size graded crushed coarse aggregates for all Super structures of building , Road works, Water works, Irrigation works & super structure works of bridges upto 3.50 m height. The granite/ trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers laid in layers, well compacted using needle vibrators. The cost includes all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes , labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement, dowel bars & formwork to be paid separately)	Cum	43.25
13	Supplying, Fitting and Placing TMT Fe 500 & above Reinforcement in Foundation / Substructure / Superstructure complete as per Drawing and Technical Specifications.	Cum	11.54
14	Providing Size Stone masonry with hard stone in foundation & plinth with Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	93.62

15	Providing and constructing load bearing wall with Solid Concrete blocks of size 400x200x200mm having block density more than 1800kg/m3 and minimum compressive strength of 4.00 N/mm2 conforming to IS 2185 (Part - I) - 2005 and constructed with CM 1:4 as per IS 2572:2005 including cost of all materials, labour, scaffolding and curing, usage charges of machinery etc complete as per specifications.	Sqm	578.25
16	Providing 20 mm cement plaster of mix :1:4 (1 cement: 4 fine sand) to brick/stone masonary including rounding off corners wherever required smooth rendering, providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications and as per directions of Engineer-in-charge.	Sqm	1424.43
17	Providing 12 mm cement plaster with cement mortar 1:4 (1 cement: 4 fine sand) to brick masonry including rounding off corners wherever required smooth rendering, providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications and as per directions of Engineer-in-charge..	Sqm	114.84
18	Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two coat applied @ 1.67 ltr/10 m^2 over and including priming coat of exterior primer applied @ 2.20 kg/10 m^2) with paint of approved quality to give an even shade, after thoroughly brooming the surface to remove all dirt, dust, mortar drops and foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.	Sqm	1539.27

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19	Providing and laying water proofing treatment to the Roof with PU based single component elastomeric pure polyurethane based coating on New terrace/Chajjas/Sunken portion of WC:Bathroom, cold applied PU waterproofing membrane that is highly elastic with elongation greater than 400% and tensile strength greater than 2MPa as per ASTM D412. The waterproofing membrane to be applied in 2coats @ 1.6kg per m2 to achieve final DFT (dry film thickness) of 1mm including prime coat of epoxy primer @150 g per m2 and protection with 120gsm Geo-textile over the waterproofing membrane. The finished cost to include surface preparation, making coving at Junction, Bore Packing, treatment of construction joints completely as per specification & with a 10 years warranty on product & work from certified manufacturers as per the direction of the Engineer In charge.	Sqm	128.34
20	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ m2 including grouting the joints with white cement and matching pigments etc., Complete. Size of Tile 500x500 mm	Sqm	384.93

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EXECUTIVE ENGINEER

21	Supplying and fixing rolling shutters of approved make, made of required size M.S. laths, interlocked together through their entire length andb jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to IS: 4454 - part 1 and M.S. top cover of required thickness for rolling shutters. 80x1.25 mm M.S. laths with 1.25 mm thick top cover including cost of materials, labour, usage charges of machinery complete as per specifications and as per directions of the Engineer-in-Charge.	Sqm	58.50
22	Supplying heavy gauge PVC conduit pipe..... dia confirming to IS 2509 with suitable size benda, junction boxes, adhesive paste etc., and fixing using inverted wood plugs in case of RCC ceiling and RCC wall stone structure or rawl plugs in case of brick walls and cement plastering damaged portion using heavy gauge saddles at an interval of 700mm using NF screws.	m	600.00
23	Supplying..... mm dia 2mm/2.5mm thick heavy gauge PVC conduit pipe with suitable size bends, metal/PVC junction boxes adhesive paste etc., and running before concreting the slab. The conduit should be tied to the reinforcement rods by using binding wires and unused ways of junction boxes and pipe ends should be covered using PVC end enclosures. run with 18SWG GI fish wire wherever necessary.	m	600.00
24	Groove cutting in the wall supplying.....dia 2mm/2.5mm thick heavy gauge PVC Conduit Pipe with bends, metal junction boxes adhesive paste etc., and bracing U or J hooks and cement plastering up to the surface of the brick level and run with 18 SWG GI fish wire run through out conduit wherever necessary.	m	456.00

CONTRACTOR

EXECUTIVE ENGINEER (RRN Div)

25	Supplying and fixing sheet metal box made out of 18 SWG sheet metal with necessary holes for cable/conduit entry as required with one coat of approved make etc. c) 135x75x65mm	each	36.00
26	d)180x90x65mm	each	36.00
27	e)200x90x65mm	each	36.00
28	Supplying and fixing PVC/metal conduit accessories.(3/5) (ELE SR 2021-22 Page-1, Item-1.5) 1. Special type junction box b)25mm junction box	each	60.00
29	2. Deep junction box c) 32mm deep junction box	each	60.00
30	Supplying and flush mounting teak wooden box without front plank, made of not less than 12mm thick wood, after due groove cutting, necessary masonry patch work cpmplete. a)12xx"12"x3" (330x300x76mm	m	12.00
31	b)12"x9"x3" (300x228x76)	m	12.00
32	Supplying and wiring adopting loop system in existing PVC Conduit / casing capping using copper PVC insulated multi strand 2x1.5Sqmm copper wire with a 6Amps flush type SP control switch shall be fixed on the existing plastic sheet/gang box, the other end of the wires shall be terminated with sufficient loose length in a wood/PVC round block. compelete for each outlet. a) Short point up to 3Mtr from tapping point to out let via switchEach point	each	120.00
33	b) Medium point above 3Mtr up to 6Mtr from tapping point to out let via switch (Each point)	each	120.00
34	Supplying and wiring adopting loop system in existing PVC Conduit / casing capping using copper PVC insulated multi strand 2x1.5Sqmm copper wire without switch, the other end of the wires shall be terminated with sufficient loose length in a wood/PVC round block. complete for each outlet. a) Short point up to 3Mtr from tapping point to out let via switch box	each	120.00
35	b) Medium point above 3Mtr up to 6Mtr from tapping point to out let via switch box	each	120.00

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36	Supplying and fixing superior quality modular switch mounting polycarbonate plate with necessary supporting back plate with required nos. of machine screws, bolts nuts etc., complete on the existing metal/PVC box. I.Group-A e) 6Moudule	each	108.00
37	Supplying and fixing of modular switch/ Socket/stepped electronic fan regulator/dimmer/telephone socket etc on existing modular switch plate.. I.Using Group "A" materials a) 6Amps one way.	each	60.00
38	i) 32Amps DP switch	each	24.00
39	j) 6/16Amps universal socket	each	180.00
40	Supplying and fixing 32Amps security and energy saving DP switch with key tag suitable to operate on 230 Volts, 50Hz AC supply &completely wired on existing box. I.Using Group "A" materials	each	24.00
41	Wiring for lighting/power circuit using one of FRLS PVC insulated 1100V grade, multistrand copper wire with low conductor resistance single core in open or concealed system of wiring with specified IS-694:confirming to latest amendments. a. 1 sqmm.	m	1800.00
42	b. 1.5 sqmm	m	1800.00
43	C.6 sqmm	m	2400.00
44	Supplying and fixing of PVC casing and capping on the wall or ceilng using necessary materials like bends, screws at an interval of 300mm .... Etc as required. a) 20mm	m	240.00
45	Supplying PVC/GI flexible conduit pipe....mm dia fixing on surface over inverted wooden plugs or phill plugs or rawl plugs and clamped using heavy gauge saddles at an interval of 300mm using NF screws and either end of the pipe terminated completely. a) 20mm	Nos	180.00
46	Extra for supplying 4mm thick white plastic plate and covering for junction boxes of size 110mm conduit using necessary machine screws. b) 110mm	Nos	120.00
47	Supplying a 50mm wooden plug, tapered from 50x50mm to 25x25mm and fixing by using binding wire before concreting a roof slap.	Nos	120.00

48	Supplying and fixing of slim box fitting, made out of CRCA Sheet metal body with locking type holder completely wired. Excluding Ballast & Flouresent Tube. 1 x 4' Tube light fitting.	each	48.00
49	Supplying and fixing of T5 Fluorescent Tube with 14W power consumption with low 3mg Mercury content & below 40% glass content than T8 lamp & 20% less phosphor coating than T8 with initial lumen on 1350 (for 3000-6500 deg Kelvin), rated Avg life (12 Hr. Cycle) of greater than 35000 burring hours. Operating voltage range from 180V to 265V, 50Hz AC power Supply 28 watts Lamp	each	48.00
50	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS: 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	Ltr	24000.00
51	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall 25 mm nominal dia Pipes	mtr	216.00
52	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall 32 mm nominal dia Pipes	mtr	180.00

CONTRACTOR

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53	Providing and fixing square-mouth S.W. gully trap class SP-1 complete with C.I. grating brick masonry chamber 150 x 100 mm size P type With Non Modular common burnt clay bricks of designation 3.5 & with water tight C.I. cover with frame of 300 x300 mm size (inside) the weight or cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design:	Each	24.00
54	Raw water Feed pump with starter,Type-Horizontal ,Centrifugal.Make-Kirloskar/Beacon weir/Sumo/CNP(SS),Material of Construction-Cast Iron,Head-36 MWC. Motor-3.0HPthree phase.Starter-L&T Siemen make push botton type DOL Starter	Nos	24.00
55	Multi graded sand filter,type-verticle,Floor Mounted,Make-pentair/structural/ION EXCHANGE(INDIA) LTD/Zeolite/Aquario,min.operating Pressure 2.0kg/cm2,Max. Operating Pressure - 3.5kg/cm2, Treatment Flow Rate-6000liters/Hr,Type of valve size-Multiport,50NB,make-UKL/Initiative,Filtering Media - Gravel,Graded Sand & Pebble	Nos	24.00
56	Activated carbon Filter type-Verticle,Floor Mounted,Make-pentair/Structural/ION EXCHANGE(INDIA) LTD/Zeolite/Aquario,min.operating Pressure 2.0kg/cm2,Max. Operating Pressure - 3.5kg/cm2, Treatment Flow Rate-6000liters/Hr,Type of valve size-Multiport,50NB,make-UKL/Initiative,Filtering Media -Gravel, Activated Carbon & pebbles	Nos	12.00
57	Water Softner,type-Verticle,Floor Mounted,Make-pentair/Structural/ION EXCHANGE(INDIA) LTD/Zeolite/Aquario,min.operating Pressure 2.0kg/cm2,Max. Operating Pressure 3.5kg/cm2, Treatment Flow Rate-6000liters/Hr,Type of Resin INDION 220Na or Thermax T40	Nos	12.00

CONTRACTOR

EXECUTIVE ENGINEER (RRN Div)

58	Antiscalant Dosing System,Equipment Required-Electronic Dosing Pump with Solution Tank,make-Ion Exchange (I) Ltd.,/ASIA LMI/Zeolite,Material of Construction-PP(Polypropelene),Discharge @Max Back Pressure-2.88litr/Hr @8bar,Discharge@Nominal Back Pressure=3.12Lit/Hr @ 4Bar,Chemical to be dosed-INDION Antiscalant	Nos	12.00
59	Accessories for Dosing System,Solution Tank-One No,Volume-100Litres,Material of Construction-HDPE,Tank level Switch-One No.	Nos	12.00
60	Reverse Osmosis System,Type-Horizontal Skid,Floor Mounted,Permeate water-Minimum 2000litr/hr,Maximum Permissable TDS in feed (PPM)-2500.	Nos	12.00
61	Pressure Vessel,Material of Construction-FRP,Make-Advance Composite/Code Line.	Nos	12.00
62	Membrane, Type-Brackish water . Nos required-Three.Make-TORAY JAPAN /Hydranautics/Filmtec/Tricep	Nos	12.00
63	High pressure pump,Type-verticle,multistage,Make-GRUNDFOS,MOTOR-7.5 HP 3Phase, Model-CRN series,Material of construction-SS316,starter-L&T/Seimens make push botton type DOL starter	Nos	12.00
64	Micron Filter,Type -JUMBO,Material of construction of housing-poly propelene	Nos	12.00
65	Instruction, Wet panel -Ms powder coated., Mounted on R.O> skid, Low pressure switch-one No,High Pressure Switch-one, Digitalconductivity Meter wiyh sensor , Indon brand-one No , ON/OFF selector Switch -one No, High pressure System Pressure Gauge -one No, Auto Flush Timer -one No, Indication Lamps -one No, product Flow Meter- one No, Reject Flow Meter-one No,Reject Re-circolation Meter-one No,Alarm-one No	Nos	12.00

CONTRACTOR

EXECUTIVE ENGINEER

66	pH correction dosing System, Equipment Required-Electronic Dosing Pump with solution Tank, Make-Ion Exchange(1) Ltd.,/ASIA LMI/Zeolite,Material of construction -PP, Discharge @ max . Back Pressure-2.88 Lit/Hr@8Bar.Discharge@Nominal Back Pressure-3.12 Lit/Hr@4Bar,Frequency-100 Strokes / Min, Chemical to be dosed-PH Booster	Nos	12.00
67	Solution Tank with level switch, Solution Tank-one No, Volume-100 Liters. Material of construction-HDPE. Tank levelswitch-one No	Nos	12.00
68	Inter-connecting pipe work ,Raw water tank to feed pump suction and feed pump delivery to R.O. Inlet (up to High pressure pump in let)and RO outlet to Treated water tank-food Grade PVC pipe 40mm NB, Make-Finolex/ supreme,High pressure pump outlet to membrane inlet-ss pipe of required size, Approximate Length-35.0 Metre	Nos	12.00
69	Ultra violet system, Model-UVS-20,Make-Ion Exchange (I) Ltd.,/ASIA LMI/Zeolite,ALFA Flow rate-2000L/H	Nos	12.00
70	RO water strong tank, 2000 ltrs SS tank, to store RO water with required nozzles	Nos	12.00
71	Wending Machine ,Digital Swiping Card Type	Nos	12.00

CONTRACTOR

EXECUTIVE ENGINEER (RRN Div)

72	Geophysical investigation at site for sinking borewells for supplying drinking water to the habitation either through the Hand Pump MWS or P.W.S.S, by vertical electrical sounding by adopting Venner or Schlumbergers's method, including reconnaissance survey of geological formation. Geophysical investigation of existing ground water in the vicinity, its quality, quantity and acceptability of the users, indicating the location of the site, recommended depth of casing pipe required to seal the top unconsolidated formation including an extra depth of 1.0 metre in consolidated formation for proper seating of casing pipe, depth of drilling required to cover full depth of aquifer proposed to be tapped, probable yield and other information required including transportation of instruments and accessories to work site, engaging technical personal and labour required etc. NOTE: 1) Additional rate on item 1&2 is allowed for drilling in over burden and fixing Casing pipes beyond 20 M (for fixing Casing pipes only) a) Above 20 M and upto 30 M - 15%, b) Above 30 M - 30% (Measurement of overburden is restricted to the depth of casing pipe fixed excluding initial depth of 20M and projection above ground level). 2) A sum of Rs. 100/- is to be deducted for Dry Borewell towards yield test.	No	12.00
73	Sinking of Borewell of 165mm dia clear using super fast hydraulic rig of capacity 300 PSIG & above 1100 CMF & above in all strata including over burdern upto 20 m. Fixing of casing pipes, collars and cap with necessary cutting, threading and welding including transportation of rig and supporting vehicle, crew charges and cost of consumables etc., complete including yield testing at the final depth with a minimum working of compressor for one hour (Excluding cost of casing pipes, collars, cap etc., complete) 0 to 50 m	Rmt	600.00
74	50 to 100 m	Rmt	600.00
75	100 to 150 m	Rmt	600.00
76	150 to 200 m	Rmt	600.00
77	200 to 250 m	Rmt	600.00
78	250 to 300 m	Rmt	600.00

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EXECUTIVE ENGINEER

79	300 to 350 m	Rmt	600.00
80	350 to 400 m	Rmt	600.00
81	400 to 420 m	Rmt	240.00
82	Providing and fixing 250mm dia PVC (casing pipe)	Rmt	144.00
83	Supply of ISI mark 175mm nominal bore,plain and steel casing pipe grade of steel Fe 410 of wall thickness conforming to IS 4270-2001 and latest ammendments, electrical resistance welded steel tubes, material and conforming to IS 1387-1993 and manufactured by basic open hearth electric or basic oxygen process in random length of 5-7m both ends.threaded conforming to IS 554-1985 one end fixed with socket conforming to IS 4270-2001 and the other end with screwed pipes all shall be responsibaly free from defects. The tubes shall be responsible straight end should be with ISI marking weighing 25.10kg/m.prices include Collar-Medium duty.	Rmt	600.00
84	Providing and fixing MS casing collars as per IS 1239 (part-II) 1982 with all latest amendments if any for any dia. The thickness of plate used for covering one end shall be 3mm (minimum). The dimensions of caps and colars shall be strictly as per IS 1239 (Part-II) 1982 with all amendments	Each	100.00
85	Providing 175mm dia Bore Cap CE (M)	No	12.00
86	Atalanta suguna CRI KIRLOSKAR and other equipments pumps 10.00 HP/7.5 KV (20 stage)	No	12.00
87	Providing and fixing in trenches galvinised/mild steel tube 50mm dia nominal bore with all fittings (earth work in trenches to be measured and paid for seperately) including cost of all materials, labour charges,HOM of equipment and testing complete as per specifications. Specification No. KBS 13.2.14/13.6	Rmt	4185.00

CONTRACTOR

EXECUTIVE ENGINEER (RRN Div)

88	Supplying and drawing 3 core flat PVC sheathed submersible pump cable maufactured with electrolytic grade copper with flexible copper with low resistance conductor confirming to table 3 class 5 to IS 8130-1984 and virgin grade PVC insulation and power coating extruded PVC sheathed suitable for working voltage upto 1100 volts with specified IS 694:1990 and confirming to the attwached GTP of group A 3CX4.0 sq.mm	Rmt	8310.00
89	Providing and fixing in position 50mm Nominal bore non-return valve vertical type of approved make including cost of all materials,labour and HOM of equipment with all leads complete as per specifications.	No	12.00
90	Providing and fixing G.I. Union in G.I. pipe including cutting and threading the pipe and making long screws etc. complete (New work) :	No	12.00
91	Spplying and fixing 50mm GI Elbow.	No	12.00
92	Spplying and fixing 50mm GI Nipple	No	12.00
93	Spplying and fixing 50mm GI Hose colleres	No	696.00
94	Supplying and fixing 20" x 20" x 2.5" polished wood board made of not less than 15mm thick plank on both the sides with planks made out of not more than 2 pieces and fixing the same to the wall using tapered inverted wooden plugs screws etc.,	No	12.00
95	Supplying and fixing miniature circuit breakers on existing MCB distribution board using necessary fixing materials and 'C' type curve indicator ON/OFF energy cross-3 with short circuit breaking capacity of 10K and complete wiring as required confirming to IEC 60898.6-32 A TPN	No	12.00
96	Supplying of TPST with rewirable porcelain channels in SM encloser made out of 14 SWG powder coated point of approved colour 32 amps	No	12.00
97	Supplying and fixing LED type panel board indicating lamp with required colour suitable for 220 V AC 50 HZ 12/24 V DC	No	12.00

CONTRACTOR

EXECUTIVE ENGINEER

98	Suppling fully automatic star delta starter unit push button type with suitable wires 2 conductors and adjustable thermal timer mounted on a common base plate held in steel enclosure for use on 400/440 volts phase and wired after fixing to the existing wooden board for motor. upto 12.5HP	No	12.00
99	Supplying and fixing single phase preventer using necessary wires over an existing panel board suitable for motar up to 20 HP capacities.	No	12.00
100	Wiring for lighting/power circuit using one of FRLS PVC insulated 1100V grade multistrand copper conductor single core wire in open or concealed system of wiring as per IS 694:1990 & conforming to the attached GTP of group A. 4 sqmm	Mtrs	240.00
101	Supplying fixing and wiring heavy duty low voltage capacitors conforming to IS 2834 phase 400/440 volts grade, for power factor improvement of rotating machinery.	No	48.00
102	Supplying, fixing, wiring, earth electrode for grounding conduits, I.C cotouts and other equipments on the meter board using 40mm dia 2.90 thick GI pipe 2.5 mtr long buried in a pit... The pit should be filled with equal proprotion of salt and charcoal 150mm alround the pipe to complete depth. The connection from the to the conduit etc., is to be established through GI wire of size as per ISI specification 7.3.3. of IS 732 using 12mm dia	No	12.00
103	Digging of trench of 0.36mtrs deepx0.5 mtrs wide refilling the trench to the required gorund level and consolidating etc., complete	Mtrs	96.00
104	Supplying laying 1.1 KV class LT UG cable having aluminium conductor PVC insulated extruded inner shethed galvanised steel strip (excep 2cx 10 sqmm wire armoured) confirming to IS-3975:1990 (No. of strip indicated in GTP) and extruded PVC outer sheathed armoured cable with specified IS-1554,part-1:1988 and confirming to the attached GTP of group A 4 core 16 sq mm	Mtrs	120.00
105	Labour charge for laying 1.1 KV class UG cable in existing trench GI pipe / stoneware pipe/ on wall / on poles as required in existing trench/duct. 6 sq mm to 16 sq mm	No	300.00

106	Supplying and fixing class-A(medium duty) GI pipe wall thickness not less then 3.25mm on pole/wall/drain crossing with necessary clamping arrangements for UG cable of 1.1KV class 40mm	Rmt	24.00
107	Supplying and fixing LT cast iron pot heads suitable for 1.1KV class UG cable filled with necessary bitumen / insulating compound complete with terminals,clamps bolts and nuts and washer etc.,complete for 16 sq mm as per specifications.	No	12.00
108	Supplying and fixing porcelain fuse channel with cut out on the existing wooden block and wiring complete 63 amps	No	36.00
109	Dismantling of cement concrete pavement by mechanical means using pneumatic tools, breaking to pieces not exceeding 0.02 m3 in volume and stock piling at designated locations and disposal of dismantled materials and stacking serviceable and unserviceable materials separately	Cum	78.17
110	Earth work excavation for pipeline trenches in all kinds of by mechanical means above 600 mm trench width as per drawing and technical specifications, including setting out, construction of shoring, strutting, barricading, caution lights, bracing, using sight rails & bonding rods at every 100 mm whevere necessary as directed, removal of slumps and other deleterious matter, dressing of sides and levelling the bottom of trench to the extent required , utilising the available excavated earth locally for the work and all other appurtenances to complete in the following strata.	Cum	216.00
111	Providing and fixing Chorinated Poly Venyl Chloride (CPVC) pipes conforming to IS 15778, having thermal stability for hot and cold water supply including all CPVC plain and brass threaded fittings, this includes jointing of pipes and fittings with one step CPVC solvent cement and testing of joints complete. (external work) - 50mm nominal OD pipes	Mtr	1326.00

CONTRACTOR

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112	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete : 25 to 40 mm nominal bore	Each	132.60
113	Providing and fixing Chorinated Poly Venyl Chloride (CPVC) pipes conforming to IS 15778 having thermal stability for hot and cold water supply including all CPVC plain and brass threaded fittings, this includes jointing of pipes and fittings with one step solvent cement, trenching, refilling & testing of joints complete. (external work). - 20mm nominal OD pipes	Mtr	120.00
114	Providing and fixing to wall, ceiling and floor Medium density polyethylene pipes 6.00 kgf/sq.cm working pressure 25mm outside diameter with special flange, compression type fittings, wall clips, making good the wall, ceiling and floor, including cost of all materials, labour charges, HOM of equipments and testing complete as per specifications. Specification No.KBS 13.2.15.1 / 13.9	Mtr	1500.00
115	Refilling available earth around trenches/pipelines, cables in layers not exceeding 20 cms in depth, compacting each deposited layer by ramming after watering with a lead upto 50 m , and lift upto 1.5 m. Including cost of all labour complete as per specifications	Cum	151.20
116	Loading and unloading of stone boulder/stone aggregates/sand/kanker/ moorum. KSRRB M100-1:Placing tipper at loading point, loading with front end loader,dumping, turning for return trip, excluding time for haulage and return trip complete as per specification MORTH Chapter 1	Cum	142.97
117	Providing and fixing Brass full way valve gate with C.I. wheel of approved quality (screwed end) 65 mm nominal bore	Each	12.00
118	Providing and fixing brass stop cock of approved quality :	Each	132.60

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119	Providing and laying in position plain cement concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machineries, curing, and all the other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork shall be paid separately) Mix 1:3:6 (M10) Using 20 mm nominal size graded crushed coarse aggregates	Cum	89.51
120	BESCOM deposit Charges and miscellaneous	No	12.00
121	Providing and laying in position Reinforced cement concrete M20 Using 20 mm nominal size graded crushed coarse aggregates for all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necesary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork to be paid separately)	Cum	13.12

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122	Providing and laying in position Reinforced cement concrete M20 Design Mix Using 20 mm nominal size graded crushed coarse aggregates for all Super structures of building , Road works, Water works, Irrigation works & super structure works of bridges upto 3.50 m height. The granite/ trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers laid in layers, well compacted using needle vibrators. The cost includes all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes , labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement, dowel bars & formwork to be paid separately)	Cum	3.24
123	Providing and laying in position Reinforced cement concrete M20 Design Mix Using 20 mm nominal size graded crushed coarse aggregates for all Super structures of building , Road works, Water works, Irrigation works & super structure works of bridges upto 3.50 m height. The granite/ trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers laid in layers, well compacted using needle vibrators. The cost includes all lead & lifts, cost of all materials, quality confirming to the requirements of relevant IS codes , labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement, dowel bars & formwork to be paid separately)	Cum	14.42
124	Supplying, Fitting and Placing TMT Fe 500 & above Reinforcement in Foundation / Substructure / Superstructure complete as per Drawing and Technical Specifications.	Cum	3.85
125	Providing Size Stone masonry with hard stone in foundation & plinth with Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	31.21

126	Providing and constructing load bearing wall with Solid Concrete blocks of size 400x200x200mm having block density more than 1800kg/m3 and minimum compressive strength of 4.00 N/mm2 conforming to IS 2185 (Part - I) - 2005 and constructed with CM 1:4 as per IS 2572:2005 including cost of all materials, labour, scaffolding and curing, usage charges of machinery etc complete as per specifications.	Sqm	192.75
127	Providing 20 mm cement plaster of mix :1:4 (1 cement: 4 fine sand) to brick/stone masonary including rounding off corners wherever required smooth rendering, providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications and as per directions of Engineer-in-charge.	Sqm	474.81
128	Providing 12 mm cement plaster with cement mortar 1:4 (1 cement: 4 fine sand) to brick masonry including rounding off corners wherever required smooth rendering, providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications and as per directions of Engineer-in-charge..	Sqm	38.28
129	Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two coat applied @ 1.67 ltr/10 m^2 over and including priming coat of exterior primer applied @ 2.20 kg/10 m^2) with paint of approved quality to give an even shade, after thoroughly brooming the surface to remove all dirt, dust, mortar drops and foreign matter including preparing the surface even and sand paper smooth, cost of materials, labour complete as per specifications and as per directions of Engineer-in-charge.	Sqm	513.09

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130	Providing and laying water proofing treatment to the Roof with PU based single component elastomeric pure polyurethane based coating on New terrace/Chajjas/Sunken portion of WC:Bathroom, cold applied PU waterproofing membrane that is highly elastic with elongation greater than 400% and tensile strength greater than 2MPa as per ASTM D412. The waterproofing membrane to be applied in 2coats @ 1.6kg per m2 to achieve final DFT (dry film thickness) of 1mm including prime coat of epoxy primer @150 g per m2 and protection with 120gsm Geo-textile over the waterproofing membrane. The finished cost to include surface preparation, making coving at Junction, Bore Packing, treatment of construction joints completely as per specification & with a 10 years warranty on product & work from certified manufacturers as per the direction of the Engineer In charge.	Sqm	42.78
131	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ m2 including grouting the joints with white cement and matching pigments etc., Complete. Size of Tile 500x500 mm	Sqm	128.31

132	Supplying and fixing rolling shutters of approved make, made of required size M.S. laths, interlocked together through their entire length andb jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to IS: 4454 - part 1 and M.S. top cover of required thickness for rolling shutters. 80x1.25 mm M.S. laths with 1.25 mm thick top cover including cost of materials, labour, usage charges of machinery complete as per specifications and as per directions of the Engineer-in-Charge.	Sqm	19.50
133	Earth work in surface excavation by mechanical means for lowering & leveling the ground for all works other than foundation in all kinds of soils & upto depth not exceeding 300mm as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter including dressing of excavated surfaces, disposing off or levelling the excavated earth or sorting & stacking the selected earth for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage of machinery & other appurtenances required to complete the work.. In all kinds of soils upto 300 mm depth	Cum	4839.58
134	Construction of Granular Sub-Base of required grading as per design mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401. Granular Sub-BasePlant Mix Method. Materia.	Cum	2903.75

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135	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density. Wet Mix Macadam (Plant mix method)	Cum	3387.71
136	Providing and applying primer coat with SS1 grade Bitumen Emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.90 kg per m2 using mechanical means. .Issue Rate 07/07/2022	Sqm	19358.33
137	Bituminous Macadam Grading - II for traffic <20 MSA Providing and laying Bituminous Macadam with 40/60 TPH capacity hot mix plant using crushed aggregates of specified grading premixed with bituminous binder VG-30 @ 3.4% by weight of mix, transported to site, laid over a previously prepared surface with mechanical paver finisher to the required grade, level and alignment and rolled as per clauses 501.6 and 501.7 to achieve the desired compaction .Issue Rate 07/07/2022	Cum	967.92
138	Providing and applying tack coat with RS1 Bituminous Emulsion using emulsion pressure distributor at the rate of 0.20 kg/m2 on the prepared bituminous surface cleaned with mechanical broom	Sqm	64527.75
139	Bituminous Concrete Grading II for traffic <20 MSA Providing and laying Bituminous Concrete with 40/60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 5.4 per cent of mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specificationclause No. 507 complete in all respects(.Issue Rate 07/07/2022	Sqm	2581.11

140	Road Marking with Hot Applied Thermoplastic Compound with Reflectorising Glass Beads on Bituminous SurfaceProviding and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 g/m2 area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35:2015.The finished surface to be level, uniform and free from streaks and holes	Sqm	2320.90

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